

#### **6.3.1 Numbers to be ported from Carrier to Verizon Wireless**

- 6.3.1.1** Orders for LNP shall be submitted by VZW to Carrier using an LSR either via web GUI, FAX or EDI. Verizon Wireless shall submit LSRs to port numbers only on behalf of itself and entities for which it has authority to act.
- 6.3.1.2** Instructions for submitting an LSR to Carrier are available via [TBD - identify where instructions are found].

#### **6.3.2 Numbers to be ported from Verizon Wireless to Carrier**

- 6.3.2.1** Orders for LNP shall be submitted by Carrier to Verizon Wireless utilizing validation information as required by Verizon Wireless and as applied to all other wireline carriers.
- 6.3.2.2** Instructions for submitting a validation request to Verizon Wireless will be provided via the Verizon Wireless process agreed to by the Parties.

#### **6.4 Procedures for Providing LNP Through Full NXX Code Migration**

When a Party has activated an entire NXX code for a single Customer and such Customer chooses to receive service from the other Party, the Parties shall follow the procedures set forth in the Industry Number Committee ("INC") Guideline 95-0407-0008 Central Office Code (NXX) Assignment Guidelines Section 7.

#### **6.5 Procedures for Providing LNP Using Type 1 Numbers**

Upon request of Verizon Wireless, the Parties will work together to migrate telephone numbers assigned to Type 1 trunks to the Verizon Wireless switch.

#### **6.6 Procedures for Requesting LNP Capability**

Either Party may submit a written request that the other Party upgrade any of its End Offices/MSCs to become LNP capable.

- 6.6.1** If either Party desires to have LNP capability deployed in an End Office/MSO of the other Party that is not currently capable, the requesting Party shall issue an LNP request to the other Party. The Party receiving such request will respond to the requesting Party within ten (10) calendar days of receipt of the request with a date for which LNP will be available in the requested End Office/MSO. The Party receiving the request shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC Rules and Regulations.

- 6.6.2** The Parties will each be responsible for updating the LERG to reflect the LNP capabilities of their respective End Offices/MSOs.

- 6.7** The Parties acknowledge and agree that telecommunications system interruptions or service outages may occur which may delay the processing of port requests. The Parties shall use best reasonable efforts to avoid such interruptions or outages and with respect to scheduled outages or maintenance

activities shall work with each other to schedule them so as to minimize disruptions to subscribers. Scheduled interruptions/maintenance should adhere to standard industry agreed upon maintenance windows for the NPAC.

## **7. TROUBLE, MAINTENANCE AND REPAIR**

- 7.1 Both Parties agree to work expeditiously to resolve any issues associated with porting a Customer between the two Parties. Before either Party reports a trouble condition, that Party must first use commercially reasonable efforts to isolate the trouble to the other Party's actions or facilities. In order to facilitate trouble reporting and resolution, the Parties shall provide the trouble reporting contact information, per Section 22 of this Agreement. It is the responsibility of each Party to maintain the accuracy of its contact information and to notify the other Party of changes and modifications.
- 7.2 As part of the commitments set forth in Section 7.1 of this Agreement, each Party shall monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.

## **8. DIRECTORY LISTINGS**

This Agreement does not govern or authorize the inclusion of listings in directories that may be published by a Party. Verizon Wireless shall not indicate on an LSR to be submitted to Carrier that it seeks for a ported number to be listed in a Carrier directory. Any listings shall be subject to separate agreement.

## **9. FRAUD**

The Parties agree to cooperate in good faith with each other to investigate, minimize, and take corrective action in cases of fraud related to number portability. Each Party assumes responsibility for all fraud related to number portability associated with its Customers and accounts. Neither Party shall bear responsibility for, and shall have no obligation to investigate or make adjustments to, the accounts of the other Party in cases of fraud by the other Party's Customers or other third parties.

## **10. COSTS**

The Parties to this Agreement will be responsible for their own costs incurred in implementing this Agreement.

## **11. USE OF TRADEMARKS**

The Parties agree that they will not use the name, service marks or trademarks of the other Party or any of its affiliated companies in any manner whatsoever without such Party's specific written consent, which consent the other Party may grant or withhold in its sole discretion. Neither Party is licensed hereunder to conduct business under any logo, trademark, service or trade name (or any derivative thereof) of the other Party. Neither Party shall issue any press release or other publicity concerning this Agreement without the prior written consent of the other Party, which consent the other Party may grant or withhold in its sole discretion. Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party. Any violation of this Section 11 shall be considered a material breach of this Agreement.

**12. COMPLIANCE WITH LAWS**

The Parties shall comply with all federal, state and local laws applicable to their performance hereunder. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

**13. FORCE MAJEURE**

Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure results from causes beyond its reasonable control ("Conditions"), whether or not foreseeable by such Party. Such Conditions include, but are not limited to, acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts. If any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Condition and both Parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease. Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

**14. ASSIGNMENT**

This Agreement or any right or interest under this Agreement may not be assigned or transferred nor may any obligation under this Agreement be delegated without the prior written consent of the other Party, which consent may not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section 14 shall be void and ineffective and constitute default of this Agreement.

**15. BINDING EFFECT**

This Agreement shall inure to the benefit of, and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

**16. INDEMNIFICATION**

16.1 Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, (for purposes of this Section 16, Affiliates shall include Verizon Wireless Entities) and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all liabilities, claims, demands, suits, actions, settlements, judgments, fines, penalties, injuries, damages, or losses including costs (including court costs) and expenses (including reasonable attorneys' fees) ("Claims") that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents, or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in relation

to a port request under this Agreement, including a Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party (collectively referred to as a "Third Party Claim").

- 16.2 A Party seeking to be indemnified hereunder shall follow, and the Indemnifying Party's obligations under Section 16.1 shall be conditioned on following, the Indemnification Process set forth in this Section 16.2.

16.2.1 The Indemnified Party: (a) shall provide the Indemnifying Party with prompt, written notice of any Claim after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Party shall have the right to approve the Indemnifying Party's choice of legal counsel.

16.2.2 If the Indemnified Party fails to comply with Section 16.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Party with respect to such Claim under this Agreement.

16.2.3 Subject to 16.2.4 and 16.2.5, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

16.2.4 With respect to any Third Party Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Party shall be entitled to employ separate counsel for the defense at the Indemnified Party's expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

16.2.5 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Party against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

16.2.6 The Indemnified Party shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

16.2.7 The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

16.3 Each Party agrees that it will not impede or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

16.4 Each Party's obligations under this Section 16 shall survive expiration, cancellation or termination of this Agreement.

## **17. RELATIONSHIP OF THE PARTIES**

17.1 Neither Party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other Party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other Party. The relationship of the Parties under this Agreement shall be that of independent contractors and is a non-exclusive relationship. Nothing contained in this Agreement is intended to give rise to an employment relationship, partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of employers, partners or joint venturers.

17.2 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

17.3 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

17.4 A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement, provided that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

## **18. NOTICES**

Unless otherwise specified in this Agreement, all notices required under this Agreement shall be given in writing. All notices shall be given by personal delivery, express delivery service with next Business Day delivery, confirmed facsimile (with copy delivered by personal delivery, express delivery service with next Business Day delivery or certified mail, return receipt requested) or certified mail, return receipt requested to the person(s) specified below or to such other addresses as a Party may designate by written notice to the other Party. If sent by the United States Postal Service mail, such notices shall be deemed received on the earlier of actual receipt or five (5) business days following deposit. For the other forms of notice, notice will be deemed given as of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, and (c) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

Notices shall be sent to:

To Verizon Wireless: Verizon Wireless  
Port Center  
300 River Rock Blvd  
Murfreesboro, TN 37128  
Attn: Port Center Director  
Fax: 1-615-372-2425

With a copy to: Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Assistant General Counsel – Procurement &  
Technology  
Fax: (908) 306-7766

If to Carrier: [provide carrier notice information]

#### 19. WAIVER

The delay or failure of either Party to enforce any of the provisions of this Agreement, or exercise in any respect any right or remedy provided for in this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement shall not be deemed a waiver of any such provisions, rights, remedies or options under this Agreement.

#### 20. SEVERABILITY

If any of the provisions of this Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly, provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

## **21. LIMITATION OF LIABILITY**

Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party, the other Party's Customers or to any other person in connection with the performance or nonperformance under this Agreement, including but not limited to, any claims for any indirect, incidental, consequential, special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

## **22. ESCALATION PROCEDURES**

The Parties agree to provide each other with trouble reporting contacts and procedures via their respective web sites or other means agreed to by the Parties. In addition, the Parties agree to provide each other with escalation contacts and procedures via their respective web sites or other means agreed to by the Parties. Should a Party encounter any problems with respect to compliance with this Agreement that cannot be resolved through the trouble reporting contacts and procedures, then a Party may utilize the escalation contacts set forth in Appendix B ("Trouble Reporting General Contact Information") and the procedures set forth in Appendix C ("Carrier Escalation Procedures") and Appendix D ("Carrier Trouble Ticket Detail"). However, this Section 22 shall not operate in limitation or derogation of Sections 2 or 3 of this Agreement or the notice requirements set forth therein. In the event either Party fails to provide contact and procedures for trouble reporting and escalation, the Parties may utilize the Notice provisions set forth in Section 18.

In addition to the escalation procedures set forth in this Section 22, either Party may seek resolution of a dispute arising under this Agreement by pursuing any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the FCC or other regulatory body, or a court of competent jurisdiction; provided, however, that a Party pursuing any such remedy shall first notify the other Party of the dispute in writing through the Notice provisions set forth in Section 18 of this Agreement.

## **23. ARTICLE HEADINGS**

The headings of the Articles are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## **24. CHOICE OF LAW**

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

## **25. AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS**

Amendments, modifications and supplements to this Agreement are allowed, provided that (a) all such amendments, modifications and supplements shall be in writing signed by authorized representatives of both Parties; and (b) all such amendments, modifications and supplements shall by reference incorporate this Agreement in its entirety and identify the specific sections or paragraphs contained herein which are amended, modified or supplemented; and (c) all such amendments, modifications and supplements shall not be construed to adversely affect vested rights or causes of action

which have accrued prior to the effective date of such amendment, modification or supplement.

**26. ENTIRE AGREEMENT**

This Agreement together with its appendices constitutes the entire agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this Agreement.

**27. RESERVATION OF RIGHTS**

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights to (a) challenge the lawfulness of this Agreement and any provision of this Agreement; (b) seek changes in this Agreement (including, but not limited to, changes in rates, charges and the porting services that must be offered) through changes in Applicable Law; and (c) challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the FCC, other regulatory body or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section 27 shall survive the expiration, cancellation or termination of this Agreement.

**28. SURVIVAL**

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

**29. TERRITORY**

Verizon Wireless shall include a list of states in which its affiliates or other related entities operate and in which Verizon Wireless seeks to port Assigned Telephone Numbers with Carrier. With respect to Carrier this Agreement shall apply only to the territories in the states listed in Appendix E that are served by the Carrier affiliates listed in Appendix F. The foregoing shall not be construed to require that the porting between the Parties which is contemplated by this Agreement be memorialized by, or otherwise reduced to, an agreement under 47 U.S.C. §251 or otherwise construed to confer jurisdiction on states, including their regulatory agencies, over such porting unless otherwise conferred by Applicable Law.

**30. THIRD PARTY BENEFICIARIES**

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.



## **31. WARRANTIES**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

## **32. INTELLECTUAL PROPERTY**

- 32.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 32.2 Except as stated in Section 32.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates (for purposes of this Section 32.4, Affiliates shall include Verizon Wireless Entities) or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 32.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 32.4 The Parties agree that the services provided hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between the Parties and their respective vendors. The Parties agree to advise each other, directly or through a third party, of any such terms, conditions or restrictions that may limit a Party's use of a service provided by the other Party that is otherwise permitted by this Agreement. Upon written request of a Party, to the extent required by Applicable Law, the Party receiving such request will use its best efforts, as commercially practicable, to obtain intellectual property rights from its vendor to allow the requesting Party to use the service in the same manner as the Party receiving such request that are coextensive with its intellectual property rights, on terms and conditions that are equal in quality to

the terms and conditions under which it has obtained its intellectual property rights. The Party making such request shall reimburse the other Party for the cost of obtaining such rights.

### **33. CONFIDENTIALITY**

33.1 As used in this Section 33, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

33.1.1 books, records, documents and other information disclosed pursuant to this Agreement;

33.1.2 any forecasting information provided pursuant to this Agreement;

33.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service where such disclosure is otherwise authorized by applicable agreements or law, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

33.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

33.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and

33.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary."

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 33.1.5 and 33.1.6.

33.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

33.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

33.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates (for purposes of this Section 33, Affiliates shall include Verizon Wireless Entities) and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving

Party's Affiliates and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 33 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 33.

- 33.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 33.4 Unless otherwise agreed, the obligations of Sections 33.2 do not apply to information that:
- 33.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
  - 33.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
  - 33.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
  - 33.4.4 is independently developed by the Receiving Party;
  - 33.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
  - 33.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 33.5 Notwithstanding the provisions of Sections 33.1 through 33.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

33.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

33.7 The provisions of this Section 33 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law

33.8 Each Party's obligations under this Section 33 shall survive expiration, cancellation or termination of this Agreement.

**34. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their authorized representatives on the date or dates below to be effective when executed by both Parties.

**CARRIER**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VERIZON WIRELESS**  
(Continued on next page)

Allentown SMSA Limited Partnership d/b/a Verizon Wireless  
     By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner  
 Anderson CellTelCo d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Athens Cellular, Inc. d/b/a Verizon Wireless  
 Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless  
     By: CommNet Cellular Inc., Its Managing Agent  
 Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless  
 Bell Atlantic Mobile of Rochester, LP d/b/a Verizon Wireless  
     By Upstate Cellular Network, Its General Partner  
         By Cellco Partnership, Its General Partner  
 Binghamton MSA Limited Partnership d/b/a Verizon Wireless  
     By NYNEX Mobile of New York Limited Partnership, Its General Partner  
         By Upstate Cellular Network, Its General Partner  
             By Cellco Partnership, Its General Partner  
 Bismarck MSA Limited Partnership d/b/a Verizon Wireless  
     By Cellular Inc. Network Corporation, Its General Partner  
 Boise City MSA Limited Partnership d/b/a Verizon Wireless  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 California RSA No. 4 Limited Partnership d/b/a Verizon Wireless  
     By Pinnacles Cellular, Inc., Its General Partner  
 Cellco Partnership d/b/a Verizon Wireless  
 Cellular Inc. Network Corporation d/b/a Verizon Wireless  
 Chicago 10 MHz LLC d/b/a Verizon Wireless  
     By Cellco Partnership, Its Sole Member  
 Chicago SMSA LP d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Colorado 7 - Saguache Limited Partnership d/b/a Verizon Wireless  
     By: CommNet Cellular Inc., Its Managing Agent  
 Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 CommNet Cellular License Holding LLC d/b/a Verizon Wireless  
     By Cellular Inc. Financial Corporation, Its Sole Member  
 CyberTel Cellular Telephone Company d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Dallas MTA, LP d/b/a Verizon Wireless  
     By Verizon Wireless Texas, LLC, Its General Partner  
 Danville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Des Moines MSA General Partnership d/b/a Verizon Wireless  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 Dubuque MSA Limited Partnership d/b/a Verizon Wireless  
     By Southwestco Wireless, LP, Its General Partner  
         By Southwestco Wireless, Inc., Its General Partner  
 Duluth MSA Limited Partnership d/b/a Verizon Wireless  
     By AirTouch Minnesota, LLC, Its General Partner  
         By Cellco Partnership, Its Sole Member  
 Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless  
 Fayetteville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Fresno MSA Limited Partnership d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Gadsden CellTelCo Partnership d/b/a Verizon Wireless  
     By Cellco Partnership, Its General Partner  
 Gila River Cellular General Partnership d/b/a Verizon Wireless  
     By Cellco Partnership, Its Managing General Partner

Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless  
 By Cellular Inc. Network Corporation, Its General Partner  
 Grays Harbor-Mason Cellular Limited Partnership d/b/a Verizon Wireless  
 By Verizon Wireless (VAW) LLC, Its General Partner  
 GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless  
 By Celco Partnership, Its General Partner  
 GTE Mobilnet of Florence, Alabama Incorporated d/b/a Verizon Wireless  
 GTE Mobilnet of Fort Wayne Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 GTE Mobilnet of Indiana RSA #3 Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 GTE Mobilnet of Indiana RSA #6 Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless  
 By Celco Partnership, Its General Partner  
 GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless  
 By San Antonio MTA LP, Its General Partner  
 By Verizon Wireless Texas, LLC, Its General Partner  
 GTE Mobilnet of Terre Haute Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless  
 By San Antonio MTA LP, Its General Partner  
 By Verizon Wireless Texas, LLC, Its General Partner  
 GTE Mobilnet of Texas RSA #21 Limited Partnership d/b/a Verizon Wireless  
 By San Antonio MTA LP, Its General Partner  
 By Verizon Wireless Texas, LLC, Its General Partner  
 GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless  
 By Celco Partnership, Its Sole Member  
 GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless  
 Hamilton Cellular Telephone Company d/b/a Verizon Wireless  
 By New Par, Its General Partner  
 By Verizon Wireless (VAW) LLC, Its General Partner  
 Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless  
 By CommNet Cellular Inc., Its Managing Agent  
 Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless  
 By Verizon Wireless (VAW) LLC, Its General Partner  
 Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless  
 By Verizon Wireless (VAW) LLC, Its General Partner  
 Idaho RSA 3 Limited Partnership d/b/a Verizon Wireless  
 By Verizon Wireless (VAW) LLC, Its General Partner  
 Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless  
 By Illinois SMSA Limited Partnership, Its General Partner  
 By Celco Partnership, Its General Partner  
 Illinois SMSA Limited Partnership d/b/a Verizon Wireless  
 By Celco Partnership, Its General Partner  
 Indiana RSA #1 Limited Partnership d/b/a Verizon Wireless  
 By GTE Wireless of the Midwest Incorporated, Its General Partner  
 Indiana RSA 2 Partnership d/b/a Verizon Wireless  
 By Celco Partnership, Its General Partner  
 Iowa 8 – Monona Limited Partnership d/b/a Verizon Wireless  
 By CommNet Cellular Inc., Its Managing Agent

Iowa RSA 5 Limited Partnership d/b/a Verizon Wireless  
By GTE Wireless of the Midwest Incorporated, Its General Partner

Iowa RSA 10 General Partnership  
By Celco Partnership d/b/a Verizon Wireless, Its Manager

Iowa RSA No. 4 Limited Partnership d/b/a Verizon Wireless  
By GTE Wireless of the Midwest Incorporated, Its General Partner

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless  
By AirTouch Cellular, Its General Partner

Missouri Valley Cellular, Inc. d/b/a Verizon Wireless  
By CommNet Cellular, Inc., Its Managing Agent

Modoc RSA Limited Partnership d/b/a Verizon Wireless  
By AirTouch Cellular, Its General Partner

Muskegon Cellular Partnership d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its General Partner

NC-2 LLC d/b/a Verizon Wireless

New Hampshire RSA 2 Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless  
By GTE Mobilnet of the Southwest LLC, Its General Partner  
By Celco Partnership, Its Sole Member

New Mexico RSA 6-1 Partnership d/b/a Verizon Wireless  
By GTE Mobilnet of the Southwest LLC, Its General Partner  
By Celco Partnership, Its Sole Member

New Mexico RSA No. 5 Limited Partnership d/b/a Verizon Wireless  
By GTE Mobilnet of the Southwest LLC, Its General Partner  
By Celco Partnership, Its Sole Member

New Par d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its General Partner

New York RSA 2 Cellular Partnership d/b/a Verizon Wireless  
By Upstate Cellular Network, Its General Partner  
By Celco Partnership, Its General Partner

New York RSA No. 3 Cellular Partnership d/b/a Verizon Wireless  
By Upstate Cellular Network, Its General Partner  
By Celco Partnership, Its General Partner

New York SMSA Limited Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

North Central RSA 2 of North Dakota Limited Partnership d/b/a Verizon Wireless  
By CommNet Cellular Inc., Its Managing Agent

North Dakota 5 - Kidder Limited Partnership d/b/a Verizon Wireless  
By CommNet Cellular Inc., Its Managing Agent

North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless  
By AirTouch North Dakota, LLC, Its General Partner

Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

Northern New Mexico Limited Partnership d/b/a Verizon Wireless  
By Cellular Inc. Network Corporation, Its General Partner

Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless  
By CommNet Cellular Inc., Its Managing Agent

NYNEX Mobile Limited Partnership 1 d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

NYNEX Mobile Limited Partnership 2 d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

NYNEX Mobile of New York, LP d/b/a Verizon Wireless  
     By Upstate Cellular Network, Its General Partner  
     By Celco Partnership, Its General Partner  
 Olympia Cellular Limited Partnership d/b/a Verizon Wireless  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 Omaha Cellular Telephone Company d/b/a Verizon Wireless  
     By AirTouch Nebraska, LLC, Its General Partner  
     By Celco Partnership, Its Sole Member  
 Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless  
     By Verizon Wireless of the East LP, Its General Partner  
     By Verizon Wireless of Georgia LLC, Its General Partner  
     By Celco Partnership, Its Sole Member  
 Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless  
     By AirTouch Cellular, Its General Partner  
 Pennsylvania 3 Sector 2 Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pennsylvania RSA No. 6 (I) Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pittsfield Cellular Telephone Company d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Platte River Cellular of Colorado Limited Partnership d/b/a Verizon Wireless  
     By: CommNet Cellular Inc., Its Managing Agent  
 Portland Cellular Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Pueblo Cellular, Inc. d/b/a Verizon Wireless  
 Redding MSA Limited Partnership d/b/a Verizon Wireless  
     By Sacramento Valley Limited Partnership, Its General Partner  
     By AirTouch Cellular, Its General Partner  
 Rockford MSA Limited Partnership d/b/a Verizon Wireless  
     By GTE Wireless of the Midwest Incorporated, Its General Partner  
 RSA 7 Limited Partnership d/b/a Verizon Wireless  
     By AirTouch Iowa RSA 7, LLC, Its Managing Partner  
     By Celco Partnership, Its Sole Member  
 Sacramento Valley Limited Partnership d/b/a Verizon Wireless  
     By AirTouch Cellular, Its General Partner  
 San Antonio MTA, L.P. d/b/a Verizon Wireless  
     By Verizon Wireless Texas, LLC, Its General Partner  
 San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless  
     By: CommNet Cellular Inc., Its Managing Agent  
 Sanborn Cellular, Inc. d/b/a Verizon Wireless  
     By CommNet Cellular, Inc., Its Managing Agent  
 Sangre De Cristo Cellular, Inc. d/b/a Verizon Wireless  
     By CommNet Cellular, Inc., Its Managing Agent  
 Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Sioux City MSA Limited Partnership d/b/a Verizon Wireless  
     By Cellular Inc. Network Corporation, Its General Partner



Smoky Hill Cellular of Colorado Limited Partnership d/b/a Verizon Wireless  
     By CommNet Cellular Inc., Its Managing Agent  
 Southern & Central Wireless, LLC d/b/a Verizon Wireless  
     By Celco Partnership, Its Sole Member  
 Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless  
     By GTE Wireless of the Midwest Incorporated, Its General Partner  
 Southwestco Wireless LP d/b/a Verizon Wireless  
     By Southwestco Wireless Inc., Its Managing Partner  
 Spokane MSA Limited Partnership d/b/a Verizon Wireless  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 Springfield Cellular Telephone Company d/b/a Verizon Wireless  
     By New Par, Its General Partner  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 St. Joseph CellTelCo d/b/a Verizon Wireless  
     By Verizon Wireless (VAW) LLC, Its General Partner  
 St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless  
     By Upstate Cellular Network, Its General Partner  
     By Celco Partnership, Its General Partner  
 Syracuse SMSA Limited Partnership d/b/a Verizon Wireless  
     By Upstate Cellular Network, Its General Partner  
     By Celco Partnership, Its General Partner  
 The Great Salt Flats Partnership d/b/a Verizon Wireless  
     By AirTouch Utah, LLC, Its General Partner  
     By Celco Partnership, Its Sole Member  
 Topeka Cellular Telephone Company, Inc. d/b/a Verizon Wireless  
 Tuscaloosa Cellular Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Upstate Cellular Network d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Utah RSA 6 Limited Partnership d/b/a Verizon Wireless  
     By CommNet Cellular Inc., Its Managing Agent  
 Verizon Wireless (VAW) LLC d/b/a Verizon Wireless  
 Verizon Wireless of the East LP d/b/a Verizon Wireless  
     By Verizon Wireless of Georgia LLC, Its General Partner  
     By Celco Partnership, Its Sole Member  
 Verizon Wireless Personal Communications LP d/b/a Verizon Wireless  
 Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Vermont RSA Limited Partnership d/b/a Verizon Wireless  
     By NYNEX Mobile Limited Partnership 1, Its General Partner  
     By Celco Partnership, Its General Partner  
 Virginia RSA 5 Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Virginia 10 RSA Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless  
     By AirTouch Utah, LLC, Its General Partner  
     By Celco Partnership, Its Sole Member  
 Washington, DC SMSA Limited Partnership d/b/a Verizon Wireless  
     By Celco Partnership, Its General Partner  
 Waterloo MSA Limited Partnership d/b/a Verizon Wireless  
     By Southwestco Wireless LP, Its General Partner  
     By Southwestco Wireless Inc., Its General Partner

Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless  
By CommNet Cellular Inc., Its Managing Agent

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**T-Mobile**

12820 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

March 31, 2004

Cass Telephone Company  
100 Redbud Rd  
P.O. Box 230  
Virginia, IL 62691

RE: Local Number Portability with T-Mobile & CASS TELEPHONE COMPANY

**CASS TELEPHONE COMPANY**

OCN: 0984

NPA: 309

NXX: 562

SWITCH: ESTNILXDRS0

In compliance with the FCC's Local Number Portability requirements, T-Mobile USA, Inc. is hereby providing CASS TELEPHONE COMPANY with the technical and contact information necessary to port with T-Mobile. If you have not already done so, we encourage you to provide T-Mobile with similar information on the form provided. Please return the completed forms to me at address provided below.

If you have any further questions, please contact me at (425) 378-5178 or via email at [shannon.reilly@t-mobile.com](mailto:shannon.reilly@t-mobile.com).

Sincerely,

Shannon Reilly Kraus  
Corporate Counsel  
T-Mobile USA  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

**T-Mobile**

12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

March 31, 2004

Cass Telephone Company  
100 Redbud Rd  
P.O. Box 230  
Virginia, IL 62691

RE: Local Number Portability with T-Mobile & CASS TELEPHONE COMPANY

**CASS TELEPHONE COMPANY**

OCN: 0984

NPA: 217

NXX: 452

SWITCH: VRGNILXCDS0

In compliance with the FCC's Local Number Portability requirements, T-Mobile USA, Inc. is hereby providing CASS TELEPHONE COMPANY with the technical and contact information necessary to port with T-Mobile. If you have not already done so, we encourage you to provide T-Mobile with similar information on the form provided. Please return the completed forms to me at address provided below.

If you have any further questions, please contact me at (425) 378-5178 or via email at [shannon.reilly@t-mobile.com](mailto:shannon.reilly@t-mobile.com).

Sincerely,

Shannon Reilly Kraus  
Corporate Counsel  
T-Mobile USA  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

**T-Mobile**

12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

March 31, 2004

Cass Telephone Company  
100 Redbud Rd  
P.O. Box 230  
Virginia, IL 62691

RE: Local Number Portability with T-Mobile & CASS TELEPHONE COMPANY

**CASS TELEPHONE COMPANY**

OCN: 0984  
NPA: 217  
NXX: 458  
SWITCH: CAVLILXCRS0

In compliance with the FCC's Local Number Portability requirements, T-Mobile USA, Inc. is hereby providing CASS TELEPHONE COMPANY with the technical and contact information necessary to port with T-Mobile. If you have not already done so, we encourage you to provide T-Mobile with similar information on the form provided. Please return the completed forms to me at address provided below.

If you have any further questions, please contact me at (425) 378-5178 or via email at [shannon.reilly@t-mobile.com](mailto:shannon.reilly@t-mobile.com).

Sincerely,

Shannon Reilly Kraus  
Corporate Counsel  
T-Mobile USA  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

**T-Mobile**

12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

March 31, 2004

Cass Telephone Company  
100 Redbud Rd  
P.O. Box 230  
Virginia, IL 62691

RE: Local Number Portability with T-Mobile & CASS TELEPHONE COMPANY

**CASS TELEPHONE COMPANY**

OCN: 0984  
NPA: 217  
NXX: 476  
SWITCH: ASLDILXCRS0

In compliance with the FCC's Local Number Portability requirements, T-Mobile USA, Inc. is hereby providing CASS TELEPHONE COMPANY with the technical and contact information necessary to port with T-Mobile. If you have not already done so, we encourage you to provide T-Mobile with similar information on the form provided. Please return the completed forms to me at address provided below.

If you have any further questions, please contact me at (425) 378-5178 or via email at [shannon.reilly@t-mobile.com](mailto:shannon.reilly@t-mobile.com).

Sincerely,

Shannon Reilly Kraus  
Corporate Counsel  
T-Mobile USA  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

# T-Mobile

Please return completed profile to:  
 Shannon Reilly  
 T-Mobile USA, Inc.  
 12920 SE 38<sup>th</sup> St.  
 Bellevue, WA 98006  
 425-378-4000

## T-Mobile USA, Inc. Local Number Portability Trading Partner Profile

	T-Mobile	Trading Partner
Company Name	T-Mobile USA, Inc.	
Address	12920 SE 38 <sup>th</sup> Street	
City	Bellevue	
State	WA	
ZIP	98006	
Production SPID(s)	6529	
OCN(s)	2964, 4290, 6513, 6529, 6622, 6623, 6624, 6626, 6701, 6846, 6855, 6889, 6916, 7471, 7472, 7473, 7474, 7475, 7476	
Clearinghouse	Telcordia/TSI	
Primary Porting Method (CORBA, EDI, FAX, other)	EDI -- for wireless trading partners FAX -- for wireline trading partners	
Secondary Porting Method (CORBA, EDI, FAX, other)	FAX	
FAX (if used)	813-739-6201 for Machine-printed forms 813-739-6202 for Hand-printed forms	
Fallout Center Management/ Port Center Contact Information	Number Transfer Center 877-207-8009	
Hours of Operation	24 x 7	
Operations/Numbers Management Center Contact Information	WLNP On-Call WNPBillingOperations@t- mobile.com	
Testing Contact	Angie Barney	
Phone	425-378-4483	
Email	angie.barney@t-mobile.com	
Service Level Agreement Contact	Shannon Reilly	
Phone	425-378-4000	
Email	shannon.reilly@t-mobile.com	



### Appendix A – T-Mobile Porting Standards

**Port Request Validation Data** - The following are the only WICIS data items (Version 2.0.1, Section 3.3.1) utilized to validate a port request.

Required or Optional	T-Mobile
Required	PORTED # - Porting Telephone Number
Required	SSN/Tax ID - Social Security Number/Tax ID Number Or ACCT - Account Number
Required	ZIPCODE - Zip Code
Required	AGAUTH - Agency Authorization Status
Required	AUTHNM - Authorization Name
Required	DATED - Date of Agency Authorization
Required	DD/T - Desired Due Date and Time
Optional	PSWD/PIN - Password/PIN

### Port Request – Business Rules

	T-Mobile
Multiple Accounts Port	If a customer is requesting to port numbers from multiple accounts, a separate WPR must be submitted for each account.
Multi-Line Ports	All numbers on WPR must be listed individually and not as a range of numbers.
Complex Ports	Two or more lines, or One line of a multi-line account, or Prepaid accounts
SSN/Tax ID or Account Number	Social Security Number/Tax ID or the Account Number must match
Prepaid Account	Password/PIN field must match
Password/PIN Field	Valid Password/PIN data or Date of Birth (mmddyyyy)
Agency Authorization Status	Agency Authorization Status must equal 'Y', and Date of Authorization and Authorization Name must include valid values per WICIS.

### Porting Time Intervals

	T-Mobile
General Guidelines	Intervals identified in the current version of the WICIS
Wireless to Wireless Simple Port	OSP to make reasonable efforts to respond to NSP port request within thirty (30) minutes. Both parties will make reasonable efforts to complete a port request within two (2) hours, or by the NSP's requested date and time, whichever is later.
Wireline to Wireless, or Wireless to Wireline Simple Port	OSP to make reasonable efforts to respond to NSP port request within twenty four (24) hours. Both parties will make reasonable efforts to complete a port request within three (3) days, or by the NSP's requested date and time, whichever is later.
Wireless to Wireless Complex Port	The Parties will coordinate in good faith the processing of complex port requests and use commercially reasonable efforts to process port requests in a timely fashion.
Wireline to Wireless, or Wireless to Wireline Complex Port	The Parties will coordinate in good faith the processing of complex port requests and use commercially reasonable efforts to process port requests in a timely fashion.





## Appendix B – WICIS Fields

### WICIS 2.0.1, Section 3.3.1

The information on the Wireless Port Request record is populated by the NSP from either their own internal systems or through data entered directly into NIPC. In the table below, the values in the "Length" column are, "an" for alphanumeric, "alpha" for alphabetic, and "num" for numeric. The values in the Type column are "M" for mandatory, "C" for conditional and "O" for optional. When "NSP" is specified as the Data Source, it is assumed that either the NSP's systems will generate the information fed to the NIPC or the information will be manually entered into the NIPC. When the Data Source is "SYSTEM", it is assumed that the NIPC will generate the required information. For complete descriptions of the field attributes, please refer to the Data Dictionary.

Field	Field #	Description	Length	Type	Data Source
NLSP	1	New Local Service Provider Identifier	4-an	M	NSP
ONSP	2	Old Network Service Provider Identifier	4-an	M	NSP
REQ NO	3	Request Number	16-an	M	SYSTEM
VER ID REQ	4	Version Identification	2-an	M	SYSTEM
SUP	5	Supplement Type	1-num	C	NSP
NPDI	6	Number Portability Direction Indicator	1-alpha	M	NSP
RESP NO	7	Response Number	18-an	M	OSP
NNSP	8	New Network Service Provider Identifier	4-an	M	NSP
D/TSENT	9	Date and Time Sent	12-num	M	SYSTEM
DDD/T	10	Desired Due Date and Time	12-num	M	NSP
CHC	11	Coordinated Hot Cut	1-alpha	O	NSP
AGAUTH	12	Agency Authorization Status	1-alpha	M	NSP
DATED	13	Date of Agency Authorization	8-num	C	NSP
AUTHNM	14	Authorization Name	60-an	C	NSP
GREQ NO	15	Group Request Number	16-an	O	NSP
INIT	16	Initiator Identification (creator)	15-an	M	NSP or SYSTEM
IMPCON	17	Implementation Contact	15-an	M	NSP
TEL NO (IMPCON)	18	Telephone Number for Implementation Contact	17-an	M	NSP
BILLPREFIX	19	Billing Name Prefix	10-an	O	NSP
BILLFIRSTNM	20	Billing First Name	25-an	C	NSP
BILLMDINIT	21	Billing Middle Initial	1-alpha	O	NSP
BILLLASTNM	22	Billing Last Name	25-an	C	NSP
BILLSUFFIX	23	Billing Name Suffix	10-an	O	NSP
BUSNM	24	Business Name	60-an	C	NSP
BILLSTNUM	25	Billing Street Number	10-an	C	NSP
BILLSTNM	26	Billing Street Name	60-an	M	NSP
BILLSTDIR	27	Billing Street Directional	2-an	O	NSP
CITY	28	City	35-an	M	NSP
STATE	29	State/Province	2-an	C	NSP
ZIP CODE	30	Zip Code	10-an	C	NSP
COUNTRY	31	Country	3-alpha	C	NSP
SSN/Tax ID	32	Social Security Number	11-an	C	NSP
ACCT	33	Account Number	20-an	C	NSP
PSWD/PIN	34	Password/PIN	15-an	O	NSP
NPQTY	35	Number Portability Quantity	5-num	M	NSP
LNUM	36	Line Number (repeats)	5-num	M	SYSTEM
PORTED #	37	Porting Telephone Number (repeats)	17-an	M	NSP
NAME	38	End Subscriber (repeats)	60-an	O	NSP
REMARKS	39	Remarks	160-an	O	NSP
NRSELLNM	40	New Reseller Name	20-an	C	NSP